

Bali Swim Ltd - Terms & Conditions

1. Contract Formation

- 1.1. Offer An invoice quote (collectively, the "Quotation") issued by Bali Swim Ltd ("BS", "We", "Us") to Buyer constitutes an offer for the sale of goods and services and includes all the terms and conditions contained herein (the "Terms and Conditions").
- 1.2. Acceptance Any purchase order or other form of acceptance issued by the Buyer in response to a Quotation from BS shall result in a contract for the purchase of the Goods/Services at the price quoted in BS's Quotation and shall be subject to these Terms and Conditions. BS does not accept any terms contained in any purchase order or other documents issued by Buyer which are different from, conflict with, modify and/or add to these Terms and Conditions. BS's execution of any document issued by the Buyer shall constitute only an acknowledgement of receipt thereof, and shall not be construed as an acceptance of any of the terms therein. Unless Buyer shall have set forth each specific objection to these Terms and Conditions in a separate writing signed and dated by Buyer, to be delivered to BS contemporaneously with Buyer's purchase order or other acceptance document, Buyer shall be deemed to have accepted all of these Terms and Conditions. Buyer's issuance of a purchase order or other document which purports to reject some or all of these Terms and Conditions by virtue of Buyer's standard form language, or otherwise, shall not be sufficient objection. Where Buyer specifically objects to any of these Terms and Conditions, no contract shall be formed unless and until BS agrees to accept in writing Buyer's proposed modifications to these Terms and Conditions.
- 1.3. Entire Agreement The Proposal and these Terms and Conditions shall constitute the entire understanding and agreement (the "Contract") between Buyer and BS. Any representation, promise, course of dealing, course of performance, custom or trade usage will not be binding upon either party. This Contract may not be amended or modified except by a writing executed by both parties.

2. Quotation Our prices are valid for a period of thirty (30) days from the date of the Quotation, unless another validity term is stated in the Quotation. Our offer is subject to review, amendment or withdrawal at any time prior to acceptance of a Quotation or like instrument issued by the Buyer or the expiry of thirty days (or other quoted validity term stated in the quotation), whichever is the earlier. Quotations will automatically lapse at the expiration of the thirty days or other quoted term, unless the validity period is extended in writing by the Company and notice of the extension forwarded to the Customer.

3. Payments

- 3.1. Currency All prices are quoted in USD/US\$
- 3.2. Deposits Payment A deposit minimum of 50% is required of any order Samples or Bulk. Other Goods or Services might require 100% deposit. The work phase starts only after receiving the initial deposit into our nominated bank or PayPal account.
- 3.3. Balance Payment The remaining balance payment and shipping costs (if applicable) for Samples or Bulk production must be paid in full before shipment. BS reserves the rights to liquidate any orders corresponding to balances owing which has not been completed for 30 days.
- 3.4. Split Delivery Any split delivery of Bulk required by Buyer requires Balance Payment paid and

received by BS.

3.5. Documentation All documents related to Invoicing and Shipment will be submitted by BS to Buyer.

4. Pricing

4.1. Unit Price The unit price for each item quoted includes fabric, cutting, sewing, trims, embellishment, quality control and quality assurance. It does not include hang tags, labels, hygiene liners or other packaging options.

4.2. Volume Pricing The price per unit may be affected by the volume of the order. For order smaller than minimum order quantity surcharges will apply. Larger orders may attract discounts.

4.3. Third Party Minimum Orders Prices may be affected by minimum order quantities set by Third Party Suppliers such as fabric suppliers.

4.4. Shipping Costs All costs relevant to shipping and customs for Samples, Bulk or other Goods to and from BS will be borne by Buyers unless stated otherwise in this Terms and Conditions.

4.5. Minimums Prices may be effected by minimum order quantities set by Third Party Suppliers.

5. Orders

BS can start work after received by Buyer and agreed upon:

5.1. Sample Orders

6.1.1 Sample Spec for each design (if Custom Design) via email

6.1.2 Original Samples (if applicable)

6.1.3 Completed Sample Order Form (via email)

6.1.4 Deposit Payment (50%)

6.1.5 Sample Timeline

5.2. Revision Orders

5.2.1. Revision Spec for each design via email

5.2.2. First sample or keeping sample made by BS

5.2.3. Deposit Payment (50%) (if applicable)

5.2.4. Revision Timeline

5.3. Bulk Orders

5.3.1. Completed Final Tech Pack for each design ordered (design overview, tech spec, accessories, packaging, print) proposed by BS based on Buyer's order and approved by Buyer in writing. If no written confirmation or rejection has been received by BS within 72 hours then the Final Tech Pack(s) deem approved by Buyer and production will continue on as planned and according to Final Tech Pack proposed.

5.3.2. Approved Final Sample made by BS

5.3.3. Completed Bulk Order Form (via email)

5.3.4. Deposit Payment (50%)

5.3.5. Bulk Timeline

5.4. Amendments The information given by Buyer in Specs and Order Forms are final upon payment. Any amendments after payment during Sample, Revision or Bulk Production process will incur extra costs charged to Buyer at a minimum at 25% of order value. Timelines agreed upon may also be revised and delayed accordingly.

6. Delivery

- 6.1. Timelines Must be agreed upon between BS and Buyer before work starts as noted in 'Orders'. Expected timelines depends on factors such as: size of order, current load, complexity of styles and availability from Third Party suppliers such as fabrics, prints, accessories and hardware.
- 6.2. Delays We commits 100% of resources to ensure that given timelines are kept for any work order. We do however offer our timelines at a +/- 2 week tolerance for any order which is accepted by Buyer upon purchase.
- 6.3. Third-Party Delays BS does not however take responsibility for delays by Third Party suppliers such as unavailability of products (fabrics, prints, hardware, accessories, packaging or other), public holidays, shipping delay, custom issues or any other external factors causing delays out of our control.
- 6.4. Ex-Factory All products from Orders are available Ex-Factory (Denpasar) Bali INDONESIA.
- 6.5. Risk Of Loss All risk of loss pass to Buyer regardless of method of shipment the moment the items leave our factory.
- 6.6. Shipping Quotes Our shipping fees presented include international express freight & internal handling costs. Buyer may elect own shipping method.
- 6.7. Customs & Fees We will provide necessary invoices, packing list and paperwork for Buyer to handle customs upon receiving the Goods. All fees, taxes, duties are to be paid by Buyer. Certain countries with more complex custom regulation such as Turkey, Lebanon and Israel and may need more than our standard documentation that may incur extra costs to involve brokers/agents to be able to clear goods effectively.
- 6.8. Packaging All products are packaged professionally by BS to be ready for sale to end-customer.

7. Claims

- 7.1. Bulk Defects Faulty workmanship, incorrect make, or other defects may be notified and returned within 14 days from receiving the goods for either: discount, refund, exchange or remake depending on the defect's severity and BS's availability at the moment of claim.
- 7.2. Sample Revisions & Defects Feedback about Samples developed are to be provided by Buyer to BS first after Buyer has received Samples in person. The purpose of Sample Photo Approvals provided by BS to Buyer prior to sending Samples are to illustrate that work is done and that We have followed Buyer's Sample Specs (only for Custom Designs). Sample Photo Approvals are not to be used to approve quality of samples and workmanship as this cannot be determined by images only. If there is a major deviation in sample provided in the Sample Photo Approval from Buyer's original design request in Sample Spec we may revise prior to sending the sample to Buyer. This only applies where Buyer has clearly illustrated designs details with complete Tech Packs with specific measurements and clear instructions of all design elements. In situation when there is a lack of such clear instructions and where BS have to make a judgement on design Buyer can only give feedback to revise samples after they have received samples in hand.
- 7.3. Deviation Bulk and Sample Defects are only accepted as incorrect if they deviate from clearly stated specifications in the Order Forms and Design Specs. Otherwise communicated information may not be taken into consideration.
- 7.4. Notification Any claim needs to be advised or notified by emailing assigned Merchandiser for further discussion.
- 7.5. Shipping Costs Any shipping costs of products to BS are borne by the Buyer, re-shipping costs will be

borne by BS.

- 7.6. Misuse BS does not accept any misuse or mishandling by Buyer or damage whilst shipping to Buyer.
- 7.7. Missing Information BS does not cover any missing or wrong information made by Buyer in Design Specs or Order Forms.
- 7.8. Review Discounts, refunds, exchange or remakes may only be given after BS have received and reviewed the faulty products in person.

8. Fabric Prints

- 8.1. Approval Prior to bulk production all fabric prints must be approved by Buyer with a Client Sample Print Strike Off seen in person by Buyer. Without this approval BS takes zero responsibility of outcome of prints in production.
- 8.2. Tolerance Buyer accepts a deviation of up to 10% in hue(color), 10% in tone(dark/light) and 10% defects (blots, crinkles and other deviances) for bulk prints. These deviations may occur due to variables such as: print paper batch, humidity and temperature which impact print outcome. Prior to bulk printing BS will issue a Pre-Bulk Print Strike Off to approve print consistency with Client Sample Print Strike Off. If it is within the tolerance we will proceed with the print. If it is not, we will inquire to Buyer for either; a cancellation of print or Approval Of Deviation outside of tolerance. Approval Of Deviation must be given within 48 hours in writing after BS has requested it from Buyer. If it is not approved within 48 hours We may need to make an additional Pre-Bulk Print Strike Off which may delay production. Fluctuations in print conditions as previously mentioned (print batch, humidity, temperature) affects the bulk print outcome so that the time between Pre-Bulk Print Strike Off and actual bulk print should not exceed 48 hours.

9. Confidentiality

- 9.1. Client Disclosure We will not disclose Buyer's name(s), brand, monetary or order figures to other parties unless otherwise agreed upon by Buyers.
- 9.2. Product Images Any request for product images for our portfolio of Buyer's products needs written consent by Buyer.
- 9.3. Sales We will not sell copyrighted products (Buyer's custom design) or copyrighted prints (Buyer's developed print designs) unless written consent is given by Buyer. Our ready design collection and all Shutterstock prints are not covered by copyright of this clause
- 9.4. Reproduction We will never reproduce Buyer's own designs for own self-gain, another Buyer or related competition.
- 9.5. Third Party Suppliers We ensure that copyright compliance is upheld by ourselves and Third Party suppliers whom are wholly or partially controlled by Us. However, We are unable to take any responsibility for bad practices taken out by external Third Party suppliers not controlled by Us.